

SPECIAL EVENT/ SHOW AGREEMENT

Revised: 3/10/2004
 Project ID # 100-628
 Lease ID # _____

Deal Type: Parking Lot - Other
 Unit: SHOW
 Agreement Type: Renewal

This License/Special Event Agreement ("License") is made and entered into this _____ day of _____, 2006, by and between Valley View Mall, LLC a Virginia limited liability company by CBL & Associates Management Inc., its managing agent, ("Licensor") and City of Roanoke, a(n) Municipality incorporated in the state of VA, having offices located at 215 Church Avenue, Roanoke, VA 24011 Attn: Bob Clement, Phone: 540-853-1286, Fax: 540-853-6597, ("Licensee").

Therefore, in consideration of the terms and conditions set forth herein, the parties agree to the following:

1. **License Area:** Licensor hereby grants to Licensee a non-transferable and revocable license to temporarily occupy and use, a portion of the Valley View Mall, Roanoke VA, (The "Shopping Center") located at 4802 Valley View Boulevard NW, Roanoke, VA 24012 for a specified special event as described herein. (Payment remittance address: 4802 Valley View Boulevard NW, Roanoke, VA 24012). Licensee desires to temporarily occupy and use a portion of the Shopping Center containing approximately 4000 square feet of floor area, as approved by mall management, throughout the mall, as shown on Exhibit "A" annexed hereto ("License Area"). Licensee understands and agrees that this License shall not be deemed to be coupled with an interest.
2. **Duration:** Licensee shall occupy and use the License Area starting on 5/6/2006 and ending on 5/6/2006, at the close of business for the Shopping Center ("Expiration Date") unless this License is revoked earlier by Licensor. Licensor shall not be liable to Licensee in damages or otherwise for a delay in the commencement or cessation of the duration of the term of this License. The License Area may be relocated or this License revoked upon twenty-four (24) hours notice to Licensee with no liability to Licensor. Licensor may revoke this License at any time during the term hereof if Licensor determines, in its sole discretion, that Licensee or the activities conducted by Licensee in the License Area are in any way harmful or injurious to the Shopping Center or any invitee, customer, tenant or occupant of the Shopping Center.
3. **Use:** The License Area shall be occupied and used by the Licensee as approved by mall management solely for the purpose of city departmental displays including police, fire department, etc. and for no other purpose whatsoever.
4. **D/B/A:** Licensee shall occupy and use the License Area under the trade name of Citizen's Appreciation Day which shall not be changed without Licensor's prior written consent.
5. **License Fee:** Licensee shall pay Licensor, without notice, demand or setoff, at the property office or such other location as Licensor may specify, by certified check or money order on or before the start date of this agreement,

	<u>Start Date</u>	<u>End Date</u>	<u>Fee</u>	<u>Total Fee</u>
(i) Minimum Fee(s):	5/6/2006	5/6/2006	\$250.00	\$250.00

6. **Damage Deposit:** Licensee deposits herewith the sum of \$0.00, due upon Licensee execution unless otherwise noted, (Waived), as a damage deposit which shall be applied towards fees and other charges due under this Agreement and as a surety for the performance by Licensee of the terms of this License under which Licensee may be in default or for any sum which Licensor may expend by reason of Licensee's default in respect of any of the terms of this License including any damages which may result to the License Area. Within thirty (30) days after the expiration of the term of this License there shall be an accounting with payment to Licensor or reimbursement to Licensee, as the case may be, of the aforesaid sum. In the event this License is terminated, the damage deposit will be returned to Licensee after deducting any sums due Licensor.

7. **Condition of License Area/Operation/Removal of Property.** Licensee has inspected the License Area and accepts it in "as-is" condition with no representation or warranty by Licensor regarding the condition of the License Area or its suitability for Licensee's use or occupation thereof. Licensor has no obligation to repair the License Area. Licensee shall not violate applicable federal and state laws prohibiting the sale or display of products, which infringe on the trademarks or copyrights of others. Licensee shall at all times during its occupancy of the License Area provide sufficient supervision and maintain adequate control of its employees, guests and invitees. Licensee will at all times keep the License Area and the area surrounding the License Area clean, Licensee shall not make alterations or additions to the License Area, nor permit the making of holes in any surface in the License Area, nor shall Licensee affix any advertising or promotional signs or material to any surface in any manner without the prior consent of Licensor. On the Expiration Date or earlier revocation by Licensor, Licensee shall remove its goods and effects, repair any damage caused by such removal or caused by Licensee's activities on the License Area, and peaceably yield up the License Area clean and in good order, repair, and condition and if Licensee shall fail to do so, Licensor shall have the right to make such removal or repair at Licensee's expense. Personal property of Licensee not removed on or before the Expiration Date or earlier revocation shall become the property of Licensor, at Licensor's option, without liability to Licensee therefore.

8. **Holding Over and Surrender of the License Area/Risk of Loss.** If Licensee fails to surrender the License Area to Licensor upon the Expiration Date or earlier revocation by Licensor, Licensor shall be entitled to immediate possession of the License Area. Licensee agrees that nothing herein contained shall be construed as authorizing or permitting any such hold over by Licensee. The risk of or damage to any materials, equipment, or any other personal property of Licensee used within the Shopping Center or in the performance of its obligation under this License shall remain solely with Licensee.
9. **Access to License Area.** Licensor shall have access to the License Area at any and all times.
10. **Operating Requirements.** The use of megaphones, audio equipment, flashing lights or any other appliances or apparatus which might tend to annoy the public or other merchants in the Shopping Center is strictly prohibited. Licensee shall observe all Operating Rules for the Shopping Center and Licensee's continued occupancy therein shall be subject to the rules and regulations as may be promulgated by Licensor in the future.
11. **Permits.** If there are any licenses, authorizations, or permits required by any governmental agency or authority for the type of activity to be carried on at or for the use or occupancy of the License Area, Licensee shall be responsible for obtaining such. No unlawful activities shall be permitted in the use of the License Area. The consumption or sale of alcoholic beverages on or from the License Area shall not be permitted.
12. **Taxes and Fees.** Any and all taxes, fees and assessments which may be levied or assessed on the assets, business or capital of Licensee, by any duly constituted government authority, and any taxes, fees for use, copyright of license fees associated with the use of any music, design or other artistic medium used in connection with the activities thereof, shall be borne by Licensee.
13. **Employee's Benefits.** Licensee agrees to assume exclusive liability for the payment of any sums imposed by government authorities relating to workers compensation insurance or the Social Security of employees or other persons who perform work or service for Licensee in the performance of its obligations hereunder.
14. **Insurance.** Licensee shall, at its sole cost and expense, procure and continue in force, during the term of this License, commercial general liability insurance, including contractual liability and property damage relating to the License Area covering any and all claims for injuries to persons or upon the License Area. Such insurance shall have a minimum limit coverage in an amount of not less than One Million Dollars (\$1,000,000.00) on account of bodily injury to or death of one person, One Million Dollars (\$1,000,000.00) on account of bodily injury to or death of more than one person, resulting from any one accident or disaster, and One Million Dollars (\$1,000,000.00) property damage. Licensee shall also carry Workers Compensation Insurance in the statutory amount. Any insurance policies required hereunder shall name Licensor, and any designees of Licensor, as an additional insured, and Licensee shall furnish evidence of such insurance coverage prior to occupancy of the License Area.
15. **Indemnification.** Commencing on the date hereof, Licensee shall indemnify and hold Licensor, its officers, agents, employees, parents, subsidiaries and affiliates and any occupant of space in the Shopping Center harmless from and against all claims, actions, liens, demands, expenses and judgments for loss, damage, or injury to property or persons resulting or occurring by reason of the construction, installation, removal, use, or occupancy of the License Area by Licensee and Licensee's access to or use of the Shopping Center, including all costs, expenses and attorney's fees. If Licensor or any such persons are made a party to any litigation commenced by or against Licensee, Licensee agrees to protect, defend and hold Licensor and/or any such persons harmless therefrom and to pay all costs and reasonable attorney fees incurred or paid by Licensor or any such persons in connection with such litigation.
16. **Damage/Hazardous Material.** This License shall be revoked automatically if any portion of the License Area is damaged by fire or other peril, regardless of the cause. Licensee shall have no recourse against Licensor as a result of damage due to fire or any other peril. Licensee shall not cause or permit any hazardous material to be brought upon, stored, kept or discharged on or about the License Area or the Shopping Center.
17. **Default.** If (a) Licensee fails to perform any of the terms, conditions or covenants of this License; or (b) in the event there shall be filed by or against Licensee in any court pursuant to any statute, either of the United States or any State, a petition in bankruptcy; or (c) Licensee fails to pay, when due, any payment of minimum rent, percentage rent, or any other charges, or (d) Licensee abandons or vacates the License Area prior to the Expiration Date, or (e) in the event of any other default by Licensee; then in any such event Licensee's rights hereunder shall cease and, Licensor may at its option (1) have the right to immediately revoke this License, and upon demand Licensee agrees to surrender possession of the License Area to Licensor; (2) make demand for immediate payment of all current and future rent and any other monetary obligations due hereunder; (3) re-enter the License Area and remove all persons and/or any property therefrom, by any suitable action or proceeding at law. Licensee hereby expressly waives notice of default, notice to quit and all other notices that may be required by law. All rights and remedies of Licensor herein or at law and in equity are cumulative. If Licensor, at its sole discretion, determines it is necessary to engage attorneys to enforce Licensor's rights hereunder, Licensee will reimburse Licensor for reasonable attorney's fees and court costs.
18. **Assignment and Subletting/Non-Waiver.** Licensee shall not sell, assign, mortgage, pledge or transfer this License or any interest therein, nor sublet all or any part of the License Area, nor license concessions or departments therein, without Licensor's prior written approval, which may be withheld in Licensor's sole and absolute discretion. The failure of Licensor to insist upon performance of any of the terms, conditions, and covenants hereof shall not be deemed to be a waiver of any rights or remedies that Licensor may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.
19. **Notices.** All notices, demand or other written writing in this License provided to be given, made or sent by either party to the other, shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States mail, postage prepaid and addressed as stated above.

20. Entire and Binding Agreement/Severability/Exculpation. This License contains all of the covenants, promises, agreements, conditions and understandings between Licensor and Licensee and it may not be modified in any manner other than by agreement, in writing, signed by both Licensor and Licensee or their successors in interest. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and assigns. There are no other, either oral or written, between them other than those set forth in this License. If any term or provision, or any portion of any term or provision of this License or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this License and the remaining portions of such term or provision, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding any provision to the contrary herein, Licensee agrees that in no event shall Licensor, its agents, partners, officers, directors, shareholders and/or employees be personally liable for any breach, default or other provision of this License and that Licensee shall look solely to the assets of the Shopping Center in any such matter.

IN WITNESS WHEREOF, the parties have executed this License on the day and year first above written.

LICENSOR:

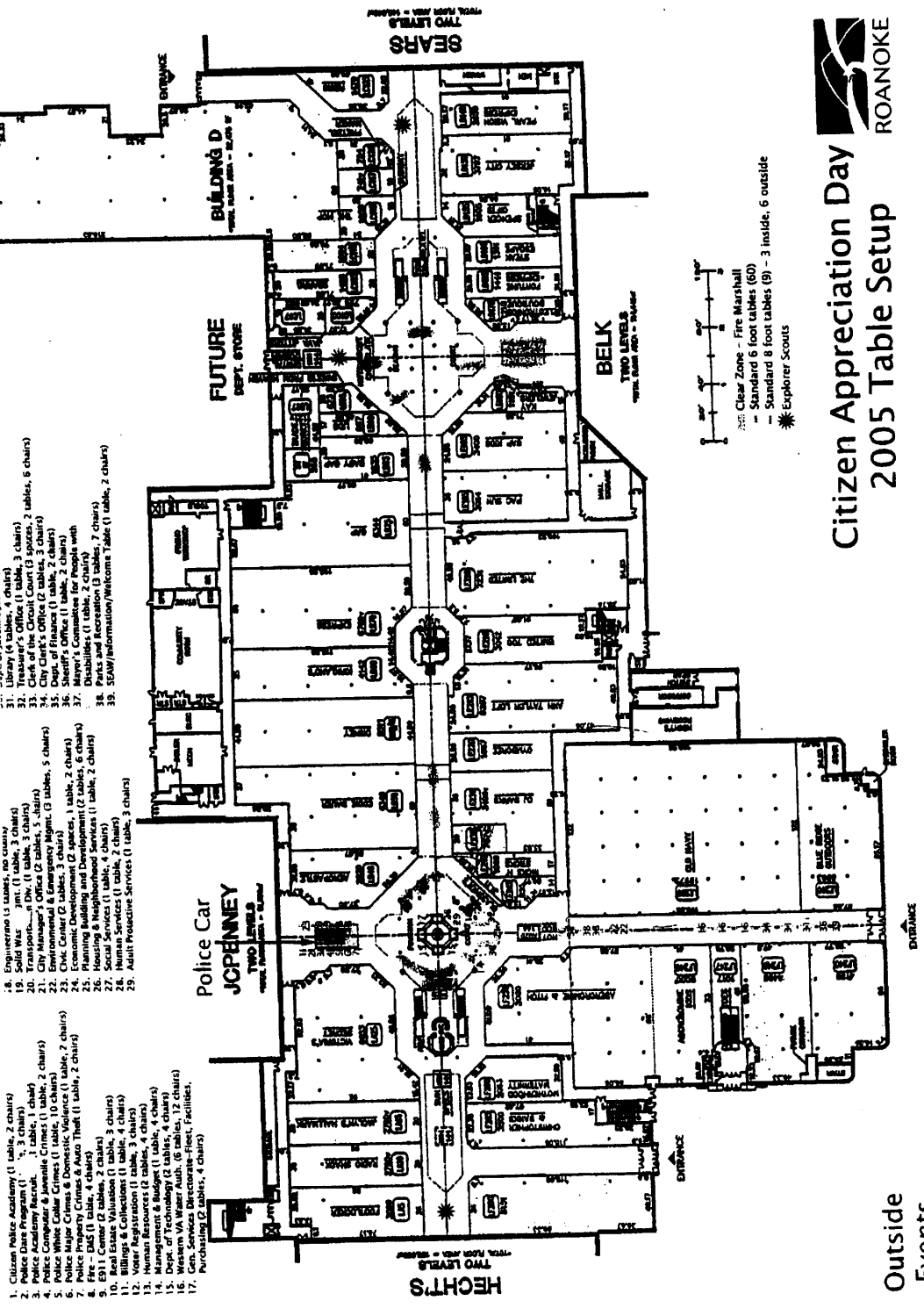
Valley View Mall, LLC a Virginia limited liability
company,
By CBL & Associates Management, Inc.,
managing agent

LICENSEE

City of Roanoke
FED-546001569

By: _____
Print Name: Louise Dudley
Its: Authorized Signatory
Date: _____

By: _____
Print Name: Bob Clement
Its: _____
Date: _____



Citizen Appreciation Day 2005 Table Setup



Outside
Events